

SERFF Tracking Number: MANU-127341349 State: Arkansas
 Filing Company: John Hancock Life Insurance Company (U.S.A.) State Tracking Number: 49412
 Company Tracking Number: 11PRLIFE
 TOI: L09I Individual Life - Flexible Premium Sub-TOI: L09I.001 Single Life
 Adjustable Life
 Product Name: 11PRLIFE
 Project Name/Number: 11PRLIFE/11PRLIFE

Filing at a Glance

Company: John Hancock Life Insurance Company (U.S.A.)

Product Name: 11PRLIFE SERFF Tr Num: MANU-127341349 State: Arkansas
 TOI: L09I Individual Life - Flexible Premium SERFF Status: Closed-Withdrawn State Tr Num: 49412
 Adjustable Life
 Sub-TOI: L09I.001 Single Life Co Tr Num: 11PRLIFE State Status: Withdrawn
 Filing Type: Form Reviewer(s): Linda Bird
 Authors: Helene Landow, Karren Disposition Date: 08/05/2011
 Phair, Debbie Tom, Jacqueline Lau,
 Joel Meggs, Virginia Bove
 Date Submitted: 07/27/2011 Disposition Status: Withdrawn
 Implementation Date Requested: Implementation Date:

State Filing Description:

General Information

Project Name: 11PRLIFE Status of Filing in Domicile:
 Project Number: 11PRLIFE Date Approved in Domicile:
 Requested Filing Mode: Review & Approval Domicile Status Comments: State of Domicile:
 Michigan
 Explanation for Combination/Other: Market Type: Individual
 Submission Type: New Submission Individual Market Type:
 Overall Rate Impact: Filing Status Changed: 08/05/2011
 State Status Changed: 08/05/2011
 Deemer Date: Created By: Debbie Tom
 Submitted By: Debbie Tom Corresponding Filing Tracking Number:
 Filing Description:
 ARKANSAS
 N.A.I.C. # 904-65838
 SERFF Tracking # MANU- 127341349
 Date of Submission: July 27, 2011
 Analyst: Joel Meggs
 Filing Description: UNIVERSAL LIFE

SERFF Tracking Number: MANU-127341349 State: Arkansas
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Attention: Linda Bird

UNIVERSAL LIFE

Policy:

Form 11PRLIFE - Flexible Premium Adjustable Life Insurance Policy, Non-Participating

We are submitting the above form for your approval. This form is filed in accordance with the applicable statutes and regulations of your jurisdiction. The form will be laser printed, subject only to minor variations in color, paper stock, duplexing, fonts, and positioning. This is a new form and does not replace any currently approved form. The form will be effective on the date of approval and will be marketed to the general public. No part of this filing contains any unusual or controversial items that deviate from normal Company or industry standards.

Form 11PRLIFE, Flexible Premium Adjustable Life Insurance Policy, is a non-participating single life policy which targets a general market. The issue age range for the policy presently is 0 to 90 and can vary within this range based on smoking status and risk class with a minimum issue age of 20 for smokers. Juveniles are assumed to be standard non-smokers. Premiums are payable until the earlier of the life insured's death or age 121. The policy provides two death benefit options and also provides flexibility in the timing and amount of premium payments. The policy includes a secondary guarantee under the Death Benefit Protection provision, which guarantees that the policy will not lapse due to insufficient Cash Surrender Value provided the Net Death Benefit Protection Value is greater than zero. The coverage period for the Death Benefit Protection feature lasts from issue until the Death Benefit Protection Value is less than or equal to zero, or the insured attains age 100, whichever is earlier. When we receive a premium payment, we deduct a Premium Charge and credit the net premium to the Policy Value. The Guaranteed Interest Account is credited at rates determined by us, which are guaranteed never to be less than an effective annual rate of 2.5%.

We make monthly deductions to cover the cost of insurance and insurance charges. If the policy is still in force at age 121 of the life insured, interest will continue to be credited but monthly deductions will cease. The Death Benefit will be determined the same as it was before age 121.

Policy loans are available on a variable interest rate basis as specified in the policy.

The policy uses the Cash Value Accumulation Test for qualification as life insurance for tax purposes under the Internal Revenue Code.

For issue ages up to 15, we base minimum Cash Surrender Values on the gender distinct (the 2001 CSO Sex and Composite U ANB Mortality Table) or unisex (the 2001 CSO (80) Composite U ANB Mortality Table) table, with substandard ratings as applicable. For issue ages greater than 15, we base minimum Cash Surrender Values on the gender distinct (the 2001 CSO Sex and Smoker Distinct U ANB Mortality Table) or unisex (the 2001 CSO (80) Smoker Distinct U ANB Mortality Table) table, with substandard ratings as applicable. An Actuarial Memorandum and a Reserve

SERFF Tracking Number: MANU-127341349 State: Arkansas
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Adjustable Life
Product Name: 11PRLIFE
Project Name/Number: 11PRLIFE/11PRLIFE

Statement for the policy is enclosed.

An Actuarial Memorandum and Reserve Statement for the policy is enclosed.

The main application form which will be used with this policy is NB5000USR (06/2010) Application for Life Insurance, which was approved by your state on August 4, 2010 under SERFF Tracking # MANU-126736915 state tracking # 46342.

Other previously and subsequently approved riders may be made available with this policy. Note that the policy in Section 1, under the Other Benefits and Specifications heading, will include a complete listing of all riders applied for and issued with the policy.

Marketing materials, which have yet to be developed for this product, will be submitted to your Department to the extent necessary under insurance laws, unless you indicate otherwise.

We trust this form is acceptable to you and look forward to your state's approval in the usual manner. If you have any questions or concerns, please contact me at 416-852-4842 (collect) or via e-mail at joel_meggs@jhancock.com.

Sincerely,

Joel Meggs
Senior Contract Analyst

P.S. At present, there is no advertising or sales material available for this product.

Enclosures: Actuarial Memorandum and Reserve Statement

Statement of Variability

Filing Fee (EFT)

Readability Certificate

Certificate of Compliance with Standard Non-Forfeiture and Valuation

John Doe Application

Compliance Certification re Unfair Sex Discrimination

Compliance Certification re Ark. Code Ann. 23-79-138 and Regulation 49

Company and Contact

Filing Contact Information

SERFF Tracking Number: MANU-127341349 State: Arkansas

Filing Company: John Hancock Life Insurance Company (U.S.A.) State Tracking Number: 49412

Company Tracking Number: 11PRLIFE

TOI: L09I Individual Life - Flexible Premium Sub-TOI: L09I.001 Single Life

Adjustable Life

Product Name: 11PRLIFE

Project Name/Number: 11PRLIFE/11PRLIFE

Joel Meggs, Sr. Contract Analyst Joel_Meggs@jhancock.com

200 Bloor St E 416-852-4842 [Phone]

Toronto, ON M4W 1E5 416-926-3121 [FAX]

Filing Company Information

John Hancock Life Insurance Company CoCode: 65838 State of Domicile: Michigan

(U.S.A.)

P. O. Box 600 Group Code: 904 Company Type: insurance/financial

Contracts and Compliance Group Name: State ID Number:

Buffalo, NY 14201-0600 FEIN Number: 01-0233346

(416) 926-3000 ext. [Phone]

Filing Fees

Fee Required? No

Retaliatory? No

Fee Explanation:

Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
John Hancock Life Insurance Company (U.S.A.)	\$50.00	07/27/2011	50123753

SERFF Tracking Number: MANU-127341349 State: Arkansas

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Company Tracking Number: 11PRLIFE

TOI: L09I Individual Life - Flexible Premium Sub-TOI: L09I.001 Single Life Adjustable Life

Product Name: 11PRLIFE

Project Name/Number: 11PRLIFE/11PRLIFE

Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Withdrawn	Linda Bird	08/05/2011	08/05/2011

Filing Notes

Subject	Note Type	Created By	Created On	Date Submitted
Request to withdrawal	Note To Reviewer	Debbie Tom	08/04/2011	08/04/2011

SERFF Tracking Number:	MANU-127341349	State:	Arkansas
Filing Company:	John Hancock Life Insurance Company (U.S.A.)	State Tracking Number:	49412
Company Tracking Number:	11PRLIFE		
TOI:	L09I Individual Life - Flexible Premium	Sub-TOI:	L09I.001 Single Life
	Adjustable Life		
Product Name:	11PRLIFE		
Project Name/Number:	11PRLIFE/11PRLIFE		

Disposition

Disposition Date: 08/05/2011

Implementation Date:

Status: Withdrawn

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: MANU-127341349 State: Arkansas

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Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification		Yes
Supporting Document	Application		Yes
Supporting Document	Health - Actuarial Justification		No
Supporting Document	Outline of Coverage		No
Supporting Document	Statement of Variability		Yes
Supporting Document	Actuarial Memorandum /Reserve		No
	Statement for Policy Form 111PRLIFE		
Supporting Document	Certificate of Compliance with Standard		Yes
	Non-Forfeiture and Valuation		
Supporting Document	Compliance Certification re Unfair Sex		Yes
	Discrimination		
Supporting Document	Compliance Certification re Ark. Code		Yes
	Ann. 23-79-138 and Regulation 49		
Form	Flexible Premium Universal Life		Yes
	Insurance Policy, Non-Participating		

Note To Reviewer

Debbie Tom on 08/04/2011 09:24 AM

Linda Bird

08/05/2011 10:31 AM

Request to withdrawal

Dear Ms. Linda Bird,

We wish to withdraw this filing at this time. We apologize for any inconvenience.

PDF Pipeline for SERFF Tracking Number MANU-127341349 Generated 08/05/2011 10:51 AM

SERFF Tracking Number: MANU-127341349 State: Arkansas

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Form Schedule

Lead Form Number:

Schedule Item Status	Form Number	Form Type Form Name	Action	Action Specific Data	Readability	Attachment
	11PRLIFE	Policy/Cont Flexible Premium ract/Fratern Universal Life al Insurance Policy, Certificate Non-Participating	Initial		45.000	AR - 11PRLIFE AR.pdf



John Hancock Life Insurance Company (U.S.A.)
A Stock Company

LIFE INSURED [John J. Doe]
POLICY NUMBER [12 345 678]
PLAN NAME [Premier Life]

FLEXIBLE PREMIUM ADJUSTABLE LIFE INSURANCE POLICY

ADJUSTABLE DEATH BENEFIT

BENEFIT PAYABLE ON LIFE INSURED'S DEATH

FLEXIBLE PREMIUMS PAYABLE TO AGE 121 DURING THE LIFE INSURED'S LIFETIME

NON-PARTICIPATING (NOT ELIGIBLE FOR DIVIDENDS)

Subject to the conditions and provisions of this policy while the policy is in force, and upon the death of the Life Insured, John Hancock Life Insurance Company (U.S.A.) ("the Company") agrees to pay the Insurance Benefit to the beneficiary in a lump sum, and to provide the other benefits, rights, and privileges, if any, of the policy. The Insurance Benefit is described in Section 6. If the Company makes other plans of payment available other than a lump sum, then a beneficiary may request written election of any such other plans in lieu of a lump sum.

READ YOUR POLICY CAREFULLY. It is a contract between You and Us.

RIGHT TO RETURN POLICY. If for any reason You are not satisfied with Your policy, You may return it for cancellation by delivering or mailing it to Us or to the agent who sold it. If this policy does not replace another policy, You may return it within TEN days after receiving it, or if it replaces another policy, You may return it within THIRTY days after receiving it. We will refund in full the payment made. The policy will be void from the beginning.

Signed for the Company by:

[]
President

[]

Policy Provisions

Section

1. Policy Specifications
2. Table of Rates
3. Definitions
4. Qualification as Life Insurance
5. Face Amount
6. Insurance Benefit
7. Interest On Proceeds
8. Premiums
9. Death Benefit Protection
10. Grace Period
11. Policy Termination
12. Reinstatement
13. Coverage at and after Age 121
14. Policy Value
15. Loan Account and Guaranteed Interest Account
16. Loans
17. Surrenders and Withdrawals
18. Owner and Beneficiary
19. Assignment
20. Misstatements
21. Suicide
22. Incontestability
23. The Contract
24. Right to Postpone Payment of Benefits
25. Claims Of Creditors
26. Reports To Owner
27. How Values Are Computed

1. POLICY SPECIFICATIONS

Life Insured	[JOHN DOE]	
Plan Name	[Premier Life]	Policy Number [12 345 678]
Age at Policy Date	[35]	Issue Date [September 1, 2011]
[Sex]	[MALE]	Policy Date [September 1, 2011]
Risk Classification	[Standard] [Non Smoker]	
Additional Ratings	[not applicable]	
Owner, Beneficiary	As designated in the application or subsequently changed	
Death Benefit Option at Issue	[Option 1]	
Life Insurance Qualification Test	Cash Value Accumulation Test	
		Face Amount at Issue \$[500,000]

Governing Law	[Arkansas]
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PREMIUMS AT ISSUE

Premium Mode	[Annual]
Planned Premium	[\$5,995.15 per year]
Minimum Initial Premium	[\$196.25]

Notice: This policy provides life insurance coverage for the lifetime of the Life Insured if sufficient premiums are paid. Premium payments in addition to the Planned Premium shown may need to be made to keep this policy and coverage in force.

Keeping the policy and coverage in force will be affected by factors such as: changes in the current Cost of Insurance rates; the amount, timing and frequency of premium payments; the interest rate being credited to the Guaranteed Interest Account; changes to the Death Benefit Option; changes in the Face Amount; loan activity; withdrawals; and deductions for any applicable Supplementary Benefit riders that are attached to, and made a part of, this policy. Also refer to the Death Benefit Protection, Grace Period, and Policy Termination provisions in Sections 9, 10, and 11.

This policy will not go into default if all Planned Premiums shown above are paid when they are due, and You do not take any policy loans or withdrawals and there are no other policy changes. For purposes of the preceding statement, We have assumed maximum mortality charges, maximum expense charges, and minimum credited interest.

(SAMPLE FOR LAPSE PROTECTION INFORMATION WHEN THE PLANNED PREMIUM DOES NOT PROJECT A LAPSE)

1. POLICY SPECIFICATIONS

Life Insured	[JOHN DOE]	
Plan Name	[Premier Life]	Policy Number [12 345 678]
Age at Policy Date	[35]	Issue Date [September 1, 2011]
[Sex]	[MALE]	Policy Date [September 1, 2011]
Risk Classification	[Standard] [Non Smoker]	
Additional Ratings	[not applicable]	
Owner, Beneficiary	As designated in the application or subsequently changed	
Death Benefit Option at Issue	[Option 1]	
Life Insurance Qualification Test	Cash Value Accumulation Test	
		Face Amount at Issue \$[500,000]
Governing Law	[Arkansas]	

PREMIUMS AT ISSUE

Premium Mode	[Annual]
Planned Premium	[\$5,000.00 per year]
Minimum Initial Premium	[\$196.25]

Notice: This policy provides life insurance coverage for the lifetime of the Life Insured if sufficient premiums are paid. Premium payments in addition to the Planned Premium shown may need to be made to keep this policy and coverage in force.

Keeping the policy and coverage in force will be affected by factors such as: changes in the current Cost of Insurance rates; the amount, timing and frequency of premium payments; the interest rate being credited to the Guaranteed Interest Account; changes to the Death Benefit Option; changes in the Face Amount; loan activity; withdrawals; and deductions for any applicable Supplementary Benefit riders that are attached to, and made a part of, this policy. Also refer to the Death Benefit Protection, Grace Period, and Policy Termination provisions in Sections 9, 10, and 11.

At a minimum, this policy will provide coverage until Policy Month 12, Policy Year 56 if all Planned Premiums shown above are paid when they are due, and You do not take any policy loans or withdrawals and there are no other policy changes. For purposes of the preceding statement, We have assumed maximum mortality charges, maximum expense charges, and minimum credited interest.

(SAMPLE FOR LAPSE PROTECTION INFORMATION WHEN THE PLANNED PREMIUM PROJECTS A LAPSE)

1. POLICY SPECIFICATIONS (continued) – Policy [12 345 678]

OTHER BENEFITS AND SPECIFICATIONS

[Not Applicable]

1. POLICY SPECIFICATIONS (continued) – Policy [12 345 678]

MAXIMUM EXPENSE CHARGES**Deductions from Premium Payments**

Premium Charge 6% of each premium paid

Monthly Deductions: the following charges are deducted monthly from the Guaranteed Interest Account

Administrative Charge \$15.00

Contract Charge \$[0.1625] per \$1,000 of Face Amount for the first 10 Policy Years

Cost of Insurance Charge Determined in accordance with Section 14. Maximum Monthly Cost of Insurance Rates per \$1,000 are shown in Section 2.

Other Charges

Surrender Charge This charge is deducted from the Guaranteed Interest Account during the Surrender Charge Period. See Sections 5 and 17 for details of when a Surrender Charge applies.

The Surrender Charge will reduce monthly over the Surrender Charge Period until it becomes zero. The table below shows the applicable grading percentage at the beginning of each Policy Year during the Surrender Charge Period (proportionate grading percentages apply for other Policy Months). The amount to which the Surrender Charge is reduced at any time is determined by multiplying the Surrender Charge for the Face Amount at Issue, shown in the Table of Values, by the percentage that is applicable at that interval during the Surrender Charge Period.

Surrender Charge Period (Policy Year)	Maximum Percentage of Surrender Charge	Surrender Charge Period (Policy Year)	Maximum Percentage of Surrender Charge
1	100.00%	7	40.00%
2	90.00%	8	30.00%
3	80.00%	9	20.00%
4	70.00%	10	10.00%
5	60.00%	11+	00.00%
6	50.00%		

**Supplementary Benefit
Rider Charges** Charges for applicable riders are shown under Supplementary Benefits of this Section 1.

1. POLICY SPECIFICATIONS (continued) – Policy [12 345 678]

TABLE OF VALUES

Refer to Your policy provisions for details on the terms and values shown in this table.

Minimum Face Amount	\$ 50,000
Minimum Face Amount Decrease	\$ 10,000
Guaranteed Interest Account Annual Rate	Not less than 2.5%
Loan Interest Rate	As defined in Section 16
Maximum Loan Interest Credited Differential	
Policy Years 1-10	1.25%
Policy Years 11+	.25%
Minimum Loan Amount	\$500
Minimum Withdrawal Amount	\$500
Death Benefit Discount Factor	1.0020598
Surrender Charge for the Face Amount at Issue	\$[9,764.19]

1. POLICY SPECIFICATIONS (continued) – Policy [12 345 678]

TABLE OF VALUES (CONTINUED)

The following items are used in determining the Death Benefit Protection Value as described in this policy:

	A percentage of each premium paid, the percentages as shown below	
Death Benefit Protection Premium Charge	Policy Years	Percentages
	1	8 %
	2-10	6 %
	11+	2 %

Monthly Deductions: while the Death Benefit Protection feature is in effect, the following charges are deducted monthly from the Death Benefit Protection Value:

Death Benefit Protection Administrative Charge	\$15.00
Death Benefit Protection Contract Charge	[\$0.1625] per \$1,000 of Face Amount for the first 10 Policy Years
Death Benefit Protection Interest Rates	The Death Benefit Protection Value will be credited with the percentage rate of 2.50%.
Death Benefit Protection Rates	Rates are determined from the Death Benefit Protection Rates Table as shown in Section 2 and as described under the Death Benefit Protection Value provision.

2. TABLE OF RATES— Policy [12 345 678]**A. RATE TABLE**

Age	Maximum Monthly Cost of Insurance Rates per \$1,000 of Net Amount at Risk	Minimum Death Benefit Factors	Age	Maximum Monthly Cost of Insurance Rates per \$1,000 of Net Amount at Risk	Minimum Death Benefit Factors
35	0.033615	5.4529	79	5.219700	1.3475
36	0.040147	5.2524	80	5.839700	1.3231
37	0.051898	5.0605	81	6.550900	1.3002
38	0.059306	4.8779	82	7.297500	1.2788
39	0.065925	4.7029	83	8.109600	1.2588
40	0.071049	4.5350	84	9.017300	1.2400
41	0.079249	4.3734	85	10.042300	1.2224
42	0.088479	4.2183	86	11.192200	1.2060
43	0.098261	4.0696	87	12.465000	1.1909
44	0.107616	3.9269	88	13.849300	1.1769
45	0.107616	3.7898	89	15.333400	1.1640
46	0.107616	3.6569	90	16.908800	1.1522
47	0.107616	3.5280	91	18.416300	1.1412
48	0.107616	3.4031	92	20.015200	1.1307
49	0.107616	3.2821	93	21.733600	1.1203
50	0.117475	3.1649	94	23.585400	1.1100
51	0.129947	3.0522	95	25.573000	1.0993
52	0.143364	2.9440	96	27.431800	1.0876
53	0.157324	2.8400	97	29.457800	1.0738
54	0.171991	2.7399	98	31.672600	1.0565
55	0.189108	2.6438	99	34.099500	1.0332
56	0.207333	2.5513	100	36.771300	1.0000
57	0.226232	2.4623	101	38.951300	1.0000
58	0.245976	2.3768	102	41.335300	1.0000
59	0.268079	2.2943	103	43.946200	1.0000
60	0.290998	2.2150	104	46.812800	1.0000
61	0.320276	2.1386	105	49.925300	1.0000
62	0.350790	2.0650	106	53.362500	1.0000
63	0.384023	1.9942	107	57.173400	1.0000
64	0.421183	1.9260	108	61.419000	1.0000
65	1.298300	1.8602	109	66.173200	1.0000
66	1.428600	1.8121	110	71.529300	1.0000
67	1.560800	1.7660	111	77.616700	1.0000
68	1.703300	1.7219	112	83.333300	1.0000
69	1.851200	1.6794	113	83.333300	1.0000
70	2.030800	1.6386	114	83.333300	1.0000
71	2.232200	1.5994	115	83.333300	1.0000
72	2.497300	1.5619	116	83.333300	1.0000
73	2.777800	1.5265	117	83.333300	1.0000
74	3.073900	1.4928	118	83.333300	1.0000
75	3.398600	1.4608	119	83.333300	1.0000
76	3.754000	1.4303	120	83.333300	1.0000
77	4.168400	1.4012	121	0.000000	1.0000
78	4.654800	1.3735			

For Age 121 and above, the Maximum Monthly Cost of Insurance Rate per \$1,000 of Net Amount at Risk is 0 and the Minimum Death Benefit Factor is 1.0000.

Maximum Monthly Cost of Insurance Rates will be adjusted for any applicable Additional Ratings that are applied to the Cost of Insurance Rates as shown in Section 1.

Minimum Death Benefit Factors vary by Issue Age, Sex, duration, and Risk Classification. The rates shown above apply to the risk classification of the Life Insured on the date of issue.

2. TABLE OF RATES (continued) – Policy [12 345 678]**DEATH BENEFIT PROTECTION RATES**

The Death Benefit Protection Rates are the cost of insurance rates for the Death Benefit Protection Value calculation. The rate per dollar equals the rate shown below divided by 1,000. The cost of insurance rates will be increased for any Additional Rating shown for the basic policy in Section 1. The Death Benefit Protection Rates are not used in calculating the actual Policy Value, Cash Surrender Value, or Death Benefit provided under the policy. The Cost of Insurance calculation is defined in the Policy Value provision.

POLICY YEAR	MONTHLY RATE	POLICY YEAR	MONTHLY RATE	POLICY YEAR	MONTHLY RATE	POLICY YEAR	MONTHLY RATE
	\$		\$		\$		\$
1	0.168900	32	0.792956	63	16.350791		
2	0.178200	33	0.866335	64	17.580134		
3	0.186000	34	0.945430	65	18.927204		
4	0.059669	35	1.027524				
5	0.063388	36	1.127212				
6	0.067551	37	1.239001				
7	0.073101	38	1.386147				
8	0.080039	39	1.541840				
9	0.087921	40	1.706193				
10	0.097191	41	1.886421				
11	0.107848	42	2.083688				
12	0.118061	43	2.313704				
13	0.129162	44	2.583685				
14	0.135656	45	2.897237				
15	0.143094	46	3.241373				
16	0.153751	47	3.636130				
17	0.166295	48	4.050537				
18	0.183502	49	4.501299				
19	0.202041	50	5.005126				
20	0.225742	51	5.574060				
21	0.254994	52	6.212322				
22	0.284800	53	6.918799				
23	0.316883	54	7.687166				
24	0.344358	55	8.510928				
25	0.376052	56	9.385367				
26	0.414240	57	10.222117				
27	0.460920	58	11.109599				
28	0.517925	59	12.063411				
29	0.581978	60	13.091268				
30	0.649362	61	14.194501				
31	0.720632	62	15.226243				

3. DEFINITIONS

Listed below are some terms that have specific meanings in Your policy. Please refer to these definitions as You read Your policy. Other terms may be defined in the body of Your policy.

Additional Rating means an increase in the Cost of Insurance that is applied when a Life Insured does not meet, at a minimum, Our underwriting requirements for the standard Risk Classification.

Age means, on any policy anniversary, the age of the person in question at his or her birthday nearest that date.

Annual Processing Date means every 12th Processing Date starting with the Processing Date next after the Policy Date.

Business Day means any day that We are open for business.

Cash Surrender Value means the Policy Value less the Surrender Charge.

date means a calendar day ending at midnight local time at Our Service Office.

Guaranteed Interest Account means that part of the Policy Value which reflects the value You have in Our general account.

in force means that the policy has not terminated in accordance with Sections 9, 10, or 11, or surrendered in accordance with Section 17.

Issue Date means the date shown in the Policy Specifications of this policy from which the Suicide and Incontestability provisions are applied.

Loan Account means that part of the Policy Value which reflects amounts transferred from the Guaranteed Interest Account as collateral for a policy loan.

Minimum Initial Premium means the minimum premium needed to put the policy in force when the Issue Date is equal to or before the Policy Date. It is shown in Section 1.

Net Amount at Risk is an amount used for the purpose of calculating the Cost of Insurance charges as described in Section 14.

Net Cash Surrender Value means the Cash Surrender Value less the Policy Debt.

Net Policy Value means the Policy Value less the value in the Loan Account.

Net Premium means the gross premium paid less any Premium Charge.

Planned Premium means the premium that is selected in the application for the policy, which is intended to be paid on a regular modal basis. It is shown in Section 1.

Policy Date means the date from which charges for the first Monthly Deductions are calculated. The Policy Date is shown in Section 1. Policy Years, Policy Months, and Policy Anniversaries are determined from the Policy Date.

Policy Debt as of any date equals (a) plus (b) plus (c), minus (d), where:

- (a) is the total amount of loans borrowed as of such date;
- (b) is the total amount of any unpaid loan interest charges borrowed against the policy on a Policy Anniversary;
- (c) is any interest charges accrued from the last Policy Anniversary to the current date; and
- (d) is the total amount of loan repayments as of such date.

Policy Value means the sum of the values in the Loan Account and the Guaranteed Interest Account.

Policy Year means (a) or (b) below whichever is applicable.

- (a) The first Policy Year is the period beginning on the Policy Date and ending on the Business Day immediately preceding the first Annual Processing Date.
- (b) Each subsequent Policy Year is the period beginning on an Annual Processing Date and ending on the Business Day immediately preceding the next Annual Processing Date.

3. DEFINITIONS (continued)

Processing Date means the first day of a Policy Month. A Policy Month shall begin on the day in each calendar month that corresponds to the day of the calendar month on which the Policy Date occurred. The Policy Date is not a Processing Date.

Service Office is the office that We designate to service this policy as shown on the back cover of Your policy.

Surrender Charge Period is the period beginning on the Policy Date during which We will assess surrender charges. Surrender charges will apply during this period if You surrender the policy, request a decrease in the Face Amount, make a withdrawal, or if the policy terminates due to default. The Surrender Charge Period is shown in Section 1.

Surrender Date means the end of the Business Day on which We receive at Our Service Office Your Written Request for full surrender of the policy.

We, Us, and Our refer only to the Company.

Written Request is Your request to Us which must be in a form satisfactory to Us, signed and dated by you, and filed at Our Service Office or, if permitted by Our administrative practices, an electronic mail message ("e-mail") received by Us at the internet address specified by Us for receipt of such messages.

You and Your refer only to the Owner of this policy.

4. QUALIFICATION AS LIFE INSURANCE

It is intended that this policy comply with Section 7702 of the Internal Revenue Code, or any other equivalent section of the Code, so that, notwithstanding any other provisions of the policy to the contrary, it will be considered as life insurance for federal income tax purposes. We reserve the right to make any reasonable adjustments to the terms or conditions of this policy if it becomes necessary to allow it to qualify as life insurance. This provision should not be construed to guarantee that this policy will receive tax treatment as life insurance or that the tax treatment of life insurance will never be changed by the future actions of any tax authority. This policy uses the Cash Value Accumulation Test as its life insurance qualification test.

Cash Value Accumulation Test

Under this test, the Minimum Death Benefit, as described in Section 6, must be maintained.

5. FACE AMOUNT

Increase in Face Amount

You may not increase the Face Amount under this policy.

Reduction of Face Amount

You may request a reduction in Face Amount any time after the first Policy Year while this policy is in force. The Minimum Face Amount Decrease is shown in Section 1. Without Our prior approval, the Face Amount cannot be reduced such that it falls below the Minimum Face Amount limit shown in Section 1. If You decrease the Face Amount of Insurance during the Surrender Charge Period, We will deduct a pro-rata Surrender Charge from the Guaranteed Interest Account.

The pro-rata Surrender Charge deducted will equal (a) divided by (b), multiplied by (c) where:

- (a) is the amount of the decrease in the Face Amount;
- (b) is the amount of the Face Amount immediately prior to the decrease; and
- (c) is the current Surrender Charge for the Face Amount immediately prior to the decrease.

Each time We deduct the pro-rata Surrender Charge for a Face Amount decrease, We will reduce the remaining Surrender Charge in the same proportion that the Surrender Charge deducted bears to the total Surrender Charge immediately before the Face Amount decrease.

Any Face Amount decrease will be effective on the next Processing Date following the date We approve the request for the decrease.

6. INSURANCE BENEFIT

If the Life Insured dies while the policy is in force, We will pay the Insurance Benefit upon receipt of due proof of death of the Life Insured, subject to any applicable provisions of the policy. If the Life Insured dies on or after the date We receive a Written Request from You to surrender the policy, no Insurance Benefit will be paid. We will pay the amount payable under the Surrenders and Withdrawals provision instead.

Insurance Benefit

The Insurance Benefit payable is the greater of (a) or (b), where:

- (a) is the Minimum Death Benefit as described below minus any outstanding Policy Debt at the date of death; and
- (b) is an amount equal to (i) plus (ii) minus (iii) where:
 - (i) is the Death Benefit as described below;
 - (ii) is any amounts payable under any Supplementary Benefit riders as a result of the Life Insured's death that form part of the policy;
 - (iii) any outstanding Policy Debt at the date of death.

If the Life Insured dies during a Grace Period, the Policy Value used in the calculation of the Death Benefit will be the Policy Value as of the date of the death of the Life Insured, and the Insurance Benefit will be reduced by any outstanding Monthly Deductions due.

Death Benefit

The Death Benefit will depend on whether Option 1 or Option 2 is in effect on the date of the Life Insured's death.

Death Benefit Options

Under Option 1, the Death Benefit is equal to the Face Amount at the date of death of the Life Insured. Under Option 2, the Death Benefit is equal to the Face Amount at the date of death of the Life Insured plus the Policy Value at the date of death of the Life Insured.

If any withdrawals are made, the Death Benefit, whether Option 1 or Option 2 is in effect, will be less than it would have been if no withdrawals were made. Withdrawals reduce the Death Benefit by reducing;

- (a) the Face Amount if Option 1 is in effect, as specified in Section 17; or
- (b) the Policy Value if Option 2 is in effect.

Change of Death Benefit Options

You may request in writing to change Your Death Benefit Option from Option 2 to Option 1 at any time after the first Policy Year while the policy is in force. The change will be effective on the next Processing Date following the date We approve the request, and the Face Amount after the change will be equal to the Face Amount immediately before the change. You may not change Your Death Benefit Option from Option 1 to Option 2 at any time.

Minimum Death Benefit

The sum of the Death Benefit as described above and the benefit payable upon the death of the Life Insured under any Supplementary Benefit riders will never be less than the Minimum Death Benefit. The Minimum Death Benefit is equal to the Minimum Death Benefit Factor for the Age of the Life Insured multiplied by the greater of the Policy Value or the cash surrender value as defined in Section 7702 of the Internal Revenue Code, or any other equivalent section of the Code, on the date of the death of the Life Insured. When determining the Minimum Death Benefit for purposes other than payment of the Insurance Benefit, the Policy Value and above-defined cash surrender value are determined as of the current Business Day. The Minimum Death Benefit Factors are shown in Section 2. However, at no time will the Minimum Death Benefit be less than the amount required to maintain qualification of this policy as a life insurance contract for federal income tax purposes. We reserve the right to modify the Minimum Death Benefit Factors shown in Section 2, retroactively if necessary, to maintain qualification of this policy as a life insurance contract for federal income tax purposes, notwithstanding any other provisions of this policy to the contrary.

6. INSURANCE BENEFIT (continued)

To the extent that the Net Amount at Risk associated with the Minimum Death Benefit that results from this calculation exceeds Our guidelines and limitations that may be in effect, We reserve the right to:

- (a) distribute to You a portion of the Policy Value such that the Net Amount at Risk associated with the resulting Minimum Death Benefit does not exceed Our guidelines and limitations in effect; or
- (b) if We should decide to accept the additional death benefit, it will be subject to Our normal underwriting practices, including evidence of insurability.

7. INTEREST ON PROCEEDS

We will pay interest on the Insurance Benefit proceeds paid as stipulated by the state. If the state does not specify the interest rate, We will use the rate for insurance benefits left on deposit with Us.

8. PREMIUMS

The Minimum Initial Premium is shown in Section 1. No insurance will take effect under this policy until Our underwriters approve issuance of this policy and the conditions specified in the application form have been satisfied, including receipt of at least the Minimum Initial Premium at Our Service Office. In the event the Issue Date is later than the Policy Date, the Minimum Initial Premium due will be the Minimum Initial Premium shown in Section 1, plus an additional amount which is equal to the Minimum Initial Premium multiplied by the number of intervening Processing Dates.

Subsequent premiums can be paid at any time at Our Service Office, and in any amount subject to the limits described below. On request, We will give You a receipt signed by one of Our officers.

If coverage under the policy takes effect in accordance with the provisions of the application, We will process any premium payment as of the end of the Business Day the payment is received at Our Service Office, subject to Our maximum limits then in effect, unless one of the following exceptions applies.

- (a) We will process a payment received prior to the Policy Date as if received on the Policy Date.
- (b) We will process the portion of any premium payment for which We require evidence of the Life Insured's continued insurability on the first Business Day after We have received such evidence and found it satisfactory to Us.
- (c) If Our receipt of any premium payment (or portion thereof) would cause the policy not to qualify as a "life insurance contract" under the federal income tax laws, We will not process such payment or portion. However, in the case of certain other tax situations, We will process the payment (or portion thereof) on the first Business Day after We have received satisfactory written instructions from you.

You may pay premiums until the Life Insured reaches Age 121, at which time Monthly Deductions cease and no further premiums may then be paid as described in Section 13.

If any premium payment would result in the Minimum Death Benefit exceeding the Face Amount, We reserve the right to either refund the premium or to require additional underwriting, including evidence of insurability, for any increase in the Minimum Death Benefit.

Continuation of Insurance Upon Discontinuance of Premium Payments

If You discontinue paying premiums, We will continue taking the Monthly Deductions from the Guaranteed Interest Account. Your insurance coverage will continue subject to the Death Benefit Protection, Grace Period, and Policy Termination provisions in Sections 9, 10, and 11.

9. DEATH BENEFIT PROTECTION

Your policy includes a Death Benefit Protection feature for a maximum coverage period of up to the Life Insured's attained Age 100. This feature prevents Your policy from going into default provided that the Net Death Benefit Protection Value is greater than zero. However, this benefit will not prevent Your policy from going into default if the Policy Debt is greater than zero and exceeds the Policy Value.

Net Death Benefit Protection Value

This is an amount equal to the Death Benefit Protection Value, as described below, less Policy Debt.

Death Benefit Protection Value

This is a reference value only. It is determined in the same way that Your Policy Value is determined, as described in Section 14, Policy Value and Section 15, Loan Account and Guaranteed Interest Account, except that:

- (a) the Premium Charge applied to premiums paid will be the Death Benefit Protection Premium Charge shown in Section 1;
- (b) the Administrative Charge and Contract Charge deducted monthly from the Death Benefit Protection Value will be the Death Benefit Protection Administrative Charge and Death Benefit Protection Contract Charge shown in Section 1;
- (c) the Net Premium, after any deductions due are taken, is applied to the Death Benefit Protection Value retroactive to the beginning of the Policy Month in which the premium is received and Death Benefit Protection Interest credits are recalculated;
- (d) the Death Benefit Protection Value will be credited with the Death Benefit Protection Interest Rate shown in Section 1;
- (e) the rates used in calculating the Cost of Insurance for the Death Benefit Protection Value are replaced with the Death Benefit Protection Rates shown in Section 2; and
- (f) the Net Amount at Risk used in calculating the Cost of Insurance charge for the Death Benefit Protection Value is:
 - I. the sum of the Face Amount and the death benefit payable under any supplementary benefit rider where charges are deducted from the Guaranteed Interest Account and are based on the Net Amount at Risk, divided by the Death Benefit Discount Factor shown in Section 1; minus
 - II. the Death Benefit Protection Value (if Death Benefit Option 1 has been elected) at the end of the immediately preceding Business Day less all Monthly Deductions, as modified by the Death Benefit Protection Value section, due on the Policy Date or subsequent Processing Date.

The Death Benefit Protection Value is not used in determining the actual Policy Value, Cash Surrender Value or Insurance Benefit provided by this policy.

Default of the Death Benefit Protection Feature

This feature will go into default at the beginning of any Policy Month in which the Net Death Benefit Protection Value is less than zero after We deduct the Monthly Deductions that are due for that month.

Death Benefit Protection Feature Grace Period

We will allow 61 days from the date this feature goes into default for You to pay the Death Benefit Protection Default Payment described below to bring the feature out of default. At least 30 days prior to termination of the feature, We will send a notice to Your last known address, specifying the amount You must pay to bring the feature out of default. If We have notice of a policy assignment on file at Our Service Office, We will mail a copy of the notice of the amount due to the assignee on record.

Death Benefit Protection Default Payment

The amount required to bring this feature out of default, referred to as the Death Benefit Protection Default Payment, is an amount equal to (i) plus (ii) plus (iii) where:

- (i) is the amount necessary to bring the Net Death Benefit Protection Value to zero if it is less than zero at the date of default;
- (ii) is the Monthly Deductions, as modified by the Death Benefit Protection Value section, due on the date of default, plus two such Monthly Deductions;
- (iii) is the applicable Death Benefit Protection Premium Charge.

If the Death Benefit Protection Default Payment is not paid by the end of the Grace Period for this feature, then this feature will terminate.

9. DEATH BENEFIT PROTECTION (continued)

Termination of the Death Benefit Protection Feature

This feature terminates at the earliest of:

- (a) the end of the Grace Period for which You have not paid the Death Benefit Protection Default Payment;
- (b) the insured reaches attained Age 100;
- (c) the date Your policy terminates.

This feature cannot be reinstated after it terminates.

10. GRACE PERIOD

Default

The policy and any Supplementary Benefit riders will go into default if, at the beginning of any Policy Month, the Net Cash Surrender Value is less than zero after We take the Monthly Deduction that is due for that month and the Death Benefit Protection feature, described in Section 9, is not in effect.

Grace Period Duration

We will allow 61 days from the date the policy goes into default, for You to pay the Default Payment described below to bring the policy out of default. At least 30 days prior to termination of coverage, We will send notice to Your last known address, specifying the amount You must pay to bring the policy out of default. If We have notice of a policy assignment on file at Our Service Office, We will also mail a copy of the notice of the amount due to the assignee on record. During the Grace Period, no interest will be credited to Your policy.

Default Payment

The amount required to bring the policy out of default, referred to as the Default Payment, is the lesser of (a) or (b) where:

- (a) is an amount equal to (i) plus (ii) plus (iii) where:
 - (i) is the amount necessary to bring the Net Cash Surrender Value to zero if it is less than zero at the date of default;
 - (ii) is the Monthly Deductions due on the date of default, plus two such Monthly Deductions;
 - (iii) is the applicable Premium Charge.
- (b) is the Death Benefit Protection Default Payment as described in Section 9.

When payment is received, any expense charges which are past due and unpaid will be immediately deducted from the Net Policy Value. If the Default Payment has not been paid by the end of the Grace Period, the policy will terminate. Upon termination of the policy, the remaining Net Cash Surrender Value, if any, will be paid to the Owner. If the Life Insured dies during the Grace Period, then We will deduct from the Insurance Benefit proceeds all Monthly Deductions due and unpaid as of the date of the Life Insured's death. No Insurance Benefit under the policy or any Supplementary Benefit riders will be in effect after the policy terminates.

11. POLICY TERMINATION

This policy terminates on the earliest of the following events:

- (a) the end of the Grace Period for which We have not received the amount necessary to bring the policy out of default;
 - (b) surrender of the policy for its Net Cash Surrender Value; or
 - (c) the death of the Life Insured.
-

12. REINSTATEMENT

If the policy terminates at the end of a Grace Period in which You did not make the Default Payment, the policy may be reinstated within three years from the date of default. The policy cannot be reinstated if it has been surrendered for its Net Cash Surrender Value.

12. REINSTATEMENT (continued)

The requirements for reinstatement are as follows:

- (1) we must receive Written Request for reinstatement;
- (2) reinstatement is subject to Our normal underwriting practices, including evidence of insurability for the Life Insured and for any insureds covered under any Supplementary Benefit rider that You wish to reinstate;
- (3) we must receive at Our Service Office a premium equal to the amount that was required to bring the policy out of default immediately prior to termination, plus the amount needed to keep the policy in force for the next three Policy Months.

Requirements (2) and (3) must be satisfied within 60 days after the date We receive Written Request for reinstatement.

If We approve Your request,

- (a) the reinstatement date will be the date We receive the required payment at Our Service Office;
- (b) the Face Amount will be reinstated to the same amount it was on the date the policy terminated;
- (c) any Surrender Charge will be reinstated to the amount it was at the date of default
- (d) the remaining Surrender Charge Period, if any, will be the same as on the date of default;
- (e) the Policy Value on the date of reinstatement, prior to the crediting of any Net Premium paid on the reinstatement, will be equal to the Policy Value on the date the policy terminated.

The Suicide and Incontestability provisions will apply from the effective date of reinstatement. If the policy has been in force for two years during the lifetime of the Life Insured, it will be contestable only as to statements made in the reinstatement application.

13. COVERAGE AT AND AFTER AGE 121

Provided the policy is in force at and after the Life Insured's Age 121, We will continue the policy subject to the stipulations stated below.

Death Benefit

The Death Benefit will be determined in the same respect as specified in Section 6.

Premiums and Monthly Deductions

We will not accept any further premium payments. We will cease to take Monthly Deductions for charges listed in Section 1.

Credited Interest

We will continue to credit interest monthly to the Policy Value.

Policy Debt and Default

Loans will continue to be allowed. Loan interest will continue to be charged if there is an outstanding loan. Loan repayments will be accepted as well as any amounts required to keep this policy in force.

The policy will go into default at any time the Policy Debt exceeds the Policy Value, and Section 10, Grace Period, and Section 16, Loans, will apply.

Withdrawals

Withdrawals will not be allowed.

14. POLICY VALUE

Net Premiums Added

When We receive Your premium payments at Our Service Office, We deduct a Premium Charge which will not exceed the amount shown in Section 1 and add the balance remaining (the Net Premium) to the Guaranteed Interest Account on that Business Day. We will do this before We take any deductions due on that Business Day. We will add any Net Premiums received before the Policy Date to Your Guaranteed Interest Account as of the Policy Date.

14. POLICY VALUE (continued)

While a loan exists, We will treat the amounts You pay as premiums unless You submit to Us a Written Request that they be treated as loan repayments, in which case we will first deduct from such payments the amount of accrued interest on loans and then deduct the amount specified as a loan repayment before applying any balance remaining as a premium payment.

Monthly Deductions

A deduction is due and will be taken from the Guaranteed Interest Account as of the Policy Date and as of each applicable subsequent Processing Date. Monthly Deductions are calculated from the Policy Date. If, at Your request, We set the Policy Date to a date which precedes the date on which We receive the initial premium, Monthly Deductions due for the period prior to receipt of the initial premium will be taken on the later of the date We receive the initial premium and the date Our underwriters approve issuance of this policy.

Monthly Deductions are due until the Policy Anniversary on which the Life Insured reaches Age 121 at which time We will cease to take any further Monthly Deductions as described in Section 13.

The Monthly Deduction for any Policy Month that will be deducted from the Guaranteed Interest Account consists of charges (a) through (d) listed below, where:

- (a) is the Administrative Charge;
- (b) is the Contract Charge, if any;
- (c) is the sum of the charges for riders which are part of the policy, if any, provided such charges are deducted from the Guaranteed Interest Account and are not part of the Cost of Insurance Charge;
- (d) the sum of all charges for Additional Ratings, if applicable; and
- (e) is the Cost of Insurance Charge, as described below.

Cost of Insurance Charge

The rates for the Cost of Insurance Charge, as of the Policy Date, are based on the Life Insured's sex (if issued on a sex-distinct basis), Age, Risk Classification, duration that the coverage has been in force, and any Supplementary Benefit riders, if applicable.

The Cost of Insurance Charge for a specific Policy Month is the charge for the Net Amount at Risk, including any Additional Ratings and any Supplementary Benefit riders which are part of the policy, where charges are deducted from the Guaranteed Interest Account and are based on the Net Amount at Risk. The charge for the Net Amount at Risk is an amount equal to the per dollar cost of insurance rate for that month multiplied by the Net Amount at Risk. The Cost of Insurance rate will be based on Our expectations of future mortality, persistency, investment earnings, expense experience, capital and reserve requirements, and tax assumptions. The Maximum Monthly Cost of Insurance Rates at any Age are shown in Section 2 as a rate per \$1,000 of Net Amount at Risk. To get the maximum rate per dollar, the rate shown must be divided by 1,000. Each Cost of Insurance Charge is deducted in advance of the applicable insurance coverage for which We are at risk.

The Cost of Insurance calculation will reflect any adjustment for the Minimum Death Benefit.

Periodically, We review Our Cost of Insurance rates and may re-determine Cost of Insurance rates at that time on a basis that does not discriminate unfairly within any class of life insureds. These rates, however, will never exceed the Maximum Monthly Cost of Insurance Rates shown in Section 2, adjusted for any applicable ratings.

Net Amount at Risk

The Net Amount at Risk is the amount determined by subtracting (a) from the greater of (b) or (c) where:

- (a) is the Policy Value at the end of the immediately preceding Business Day less all charges due on the Policy Date or subsequent Processing Date;
- (b) is the Face Amount plus the death benefit payable under any Supplementary Benefit riders where charges are deducted from the Guaranteed Interest Account and are based on the Net Amount at Risk, divided by the Death Benefit Discount Factor shown in Section 1, plus the Policy Value for policies electing Death Benefit Option 2; and
- (c) is the amount defined in (a) multiplied by the applicable Minimum Death Benefit Factor for the Life Insured's Age as shown in Section 2.

14. POLICY VALUE (continued)

If this policy includes a death benefit payable under any Supplementary Benefit riders which are part of this policy, where charges are deducted from the Guaranteed Interest Account and are based on the Net Amount at Risk, the Cost of Insurance charge for this death benefit is the monthly Cost of Insurance rate for this benefit, multiplied by the sum of (a) and (b) where:

- (a) is the amount of the death benefit coverage, divided by the Death Benefit Discount Factor shown in Section 1 of the policy, minus the amount by which the Policy Value exceeds the Face Amount of the policy divided by the Death Benefit Discount Factor, if any; and
- (b) is the amount by which the Minimum Death Benefit exceeds the sum of the Face Amount and the death benefit coverage under such Supplementary Benefit rider divided by the Death Benefit Discount Factor, if any.

Other Deductions

We will deduct a Surrender Charge, as detailed in Section 17, if during the Surrender Charge Period:

- (a) You surrender this policy for its Net Cash Surrender Value;
- (b) You make a partial withdrawal of the Net Cash Surrender Value that reduces the Face Amount;
- (c) You request a reduction in the Face Amount;
- (d) You do not pay the Default Payment, as described in Section 10, and Your policy terminates.

15. LOAN ACCOUNT AND GUARANTEED INTEREST ACCOUNT

The Policy Value at any time is equal to the sum of values You have in the Loan Account and the Guaranteed Interest Account.

Loan Account Value

The amount You have in the Loan Account at any time equals:

- (a) amounts transferred to it for loans or borrowed loan interest; plus
- (b) interest credited to it; less
- (c) amounts transferred from it for loan repayment.

For details regarding the Loan Account, see Section 16.

Guaranteed Interest Account Value

The amount You have in the Guaranteed Interest Account at any time equals:

- (a) Net Premiums allocated to it; plus
- (b) amounts transferred to it for loan repayments; plus
- (c) interest credited to it; less
- (d) amounts deducted from it; less
- (e) amounts transferred from it for loans; less
- (f) amounts withdrawn from it.

We will determine the rate or rates of interest to be credited to the Guaranteed Interest Account. Interest will be credited no less frequently than annually. Interest is nonforfeitable after crediting. The rate or rates of interest will be determined prospectively and will be based on Our expectations for the Guaranteed Interest Account's future investment earnings, persistency, mortality, expense and reinsurance costs and future tax, reserve, and capital requirements, but in no event will the minimum credited interest be less than the Guaranteed Interest Account Annual Rate shown in Section 1. The rate or rates of interest will be determined on a uniform basis for all policies of the same class, and will be based on Our expectations of future mortality, persistency, investment earnings, expense experience, capital and reserve requirements, and tax assumptions.

16. LOANS

At any time while this policy is in force and there is Available Loan Value, You can get a loan by Written Request. Each loan must be at least equal to the Minimum Loan Amount shown in Section 1. We may require a loan agreement from You as the policy is the only security for the loan. We may defer loans as provided by law or as provided in Section 24. Loans may not be made if the policy is in the Grace Period as described in Section 10.

Available Loan Value

The Available Loan Value is a projection of the Net Cash Surrender Value We make at the time You inquire about or apply for a loan. It is based on the assumption that no further premiums are paid and no withdrawals are made for the balance of the Policy Year in which the loan is requested. The projection will be made by subtracting the remaining Monthly Deductions for the Policy Year and adding expected interest credits at the Guaranteed Interest Account Annual Rate. The resulting amount is reduced by expected loan interest charges at the current annual rate then being charged which would be due at the end of the Policy Year. In no event, however, will the Available Loan Value be less than 90% of the Net Cash Surrender Value. Values will be determined, subject to Section 24, as of the end of the Business Day on which the loan application is received at Our Service Office.

Loan Account

When You take out a loan, or when loan charges are borrowed, We will transfer amounts from the Guaranteed Interest Account into the Loan Account. Amounts We transfer into the Loan Account cover the loan principal.

Interest is credited to the Loan Account and interest is also charged on the Policy Debt, as described in the Loan Interest Charged and Loan Interest Credited provisions.

Loan Interest Charged

The loan interest rate is variable. It will be set each year at Your Policy Anniversary and it will not change during the year.

The loan interest rate charged will not exceed the greater of (a) and (b), where:

- (a) is the Guaranteed Interest Account Rate shown in Section 1 plus 1% per annum; and
- (b) is the Moody's Corporate Bond Yield Average-Monthly Average Corporates for the calendar month ending two months before the beginning of the month in which Your Policy Anniversary falls. For example, if Your Policy Anniversary is in April; We would use the Average for January.

If the maximum is at least one-half of one percent smaller than the rate We have set for the previous Policy Year, We will reduce the rate to a rate no more than that maximum. If the maximum is at least one-half of one percent greater than the rate We have set for the previous Policy Year, We will increase the rate to a rate no more than that maximum.

Moody's Corporate Bond Yield Average-Monthly Average Corporates referred to above is published in the United States by Moody's Investors Service, Inc. In the event it is no longer published, We will use a similar average published by another United States bond rating agency.

Interest will accrue daily on loans. Loan interest will be payable on each Annual Processing Date and on the date the loan is repaid. Accrued interest may be paid at any time at the equivalent effective rate. In the event that You do not pay the loan interest charged in any Policy Year, it will be borrowed against the policy and added to the Policy Debt in arrears on the Annual Processing Date.

We will increase the rate of Loan Interest Charged at any time We determine that the rate being charged could cause a loan to be taxable under any applicable ruling, regulation, or court decision. In such case, We will increase the Loan Interest Rate to an amount that We determine would result in the transaction being treated as a loan under federal tax law.

Loan interest will continue to be charged, as described in Section 13, when Monthly Deductions and premium payments cease at the Life Insured's Age 121.

Loan Interest Credited

Loan interest will accrue daily to amounts in the Loan Account. The effective loan interest rate credited is the difference between the effective loan interest rate charged and the Loan Interest Credited Differential. The difference, in terms of dollars, is the cost of keeping a loan. The differential will not exceed the Maximum Loan Interest Credited Differential shown in Section 1.

16. LOANS (continued)

Loan Repayment

You may repay the Policy Debt in whole or in part at any time prior to the death of the Life Insured and while the policy is in force. When You make a loan payment or repay a loan, We will transfer an amount equal to the amount received, less the loan interest charges specified above, from the Loan Account to the Guaranteed Interest Account.

Subject to any rider, endorsement, or other provisions, while a loan exists, We will treat any amounts You pay as premiums, unless You submit to Us a Written Request that they be treated as loan repayments.

17. SURRENDERS AND WITHDRAWALS

Surrender of the Policy

You may surrender this policy upon Written Request for its Net Cash Surrender Value at any date prior to the death of the Life Insured. We will determine the Net Cash Surrender Value on the Surrender Date. We will process the request and pay the Net Cash Surrender Value only if We have not received due proof that the Life Insured died prior to the Surrender Date. After We receive Your Written Request to surrender the policy, no insurance will be in force. If You surrender the policy during the Surrender Charge Period, We will deduct a Surrender Charge from Your Guaranteed Interest Account in calculating the Net Cash Surrender Value. The Surrender Charge and Surrender Charge Period are shown in Section 1.

Withdrawals

Once per Policy Month after the first Policy Anniversary, You may request a withdrawal of part of the Net Cash Surrender Value if available. Withdrawals are subject to the following conditions:

- (a) without Our approval, each withdrawal must be for at least the Minimum Withdrawal Amount shown in Section 1;
- (b) after the withdrawal, the remaining Net Cash Surrender Value must be at least equal to three times the Monthly Deductions at the time of the withdrawal;
- (c) we will process the withdrawal, thereby reducing the Guaranteed Interest Account, as of the end of the Business Day on which We receive Your Written Request;
- (d) we will deduct a pro-rata Surrender Charge if the withdrawal occurs during the Surrender Charge Period, and the withdrawal results in a reduction in Face Amount;
- (e) we will reduce the amount of the requested withdrawal if the Net Cash Surrender Value is not sufficient to pay the withdrawal and any pro-rata Surrender Charge; and
- (f) we will reduce the amount of the withdrawal if it would otherwise cause the Face Amount to fall below the Minimum Face Amount shown in Section 1.

The pro-rata Surrender Charges will be determined in the same manner as is described in Section 5, Face Amount.

If Death Benefit Option 1 is in effect at the time of the withdrawal, the Face Amount of the policy will be reduced:

- (a) by the amount of the withdrawal, if at the time of the withdrawal the Death Benefit equals the Face Amount; otherwise
- (b) by the amount, if any, by which the withdrawal (plus any applicable pro-rata surrender charge) exceeds the difference between the Minimum Death Benefit and the Face Amount, divided by the applicable Minimum Death Benefit Factor for the Life Insured's Age as shown in the Table of Rates in Section 2.

If Death Benefit Option 2 is in effect, an amount equal to any withdrawal will be deducted from the Guaranteed Interest Account. Withdrawals will not affect the Face Amount. Your Death Benefit will continue to be determined in accordance with Sections 6 and 13.

18. OWNER AND BENEFICIARY

Until the Life Insured's death, with the written consent of any irrevocable beneficiaries, You can receive any amount payable under the policy and exercise all rights and privileges granted by the policy.

Change of Owner

Until the Life Insured's death, You can change the ownership of the policy by Written Request. The change will take effect as of the date You signed the Written Request. It will not apply to any payments We made or any action We may have taken before We received Your Written Request at Our Service Office.

Trustee Owner

Should the owner be a trustee, payment to the trustee(s) of any amount to which the trustee(s) is (are) entitled under the policy, either by death or otherwise, will fully discharge Us from all liability under the policy to the extent of the amount so paid.

Joint Ownership

Two or more owners will own the policy as joint tenants with right of survivorship, unless otherwise requested on the application or in any subsequent assignment of the policy. On death of any of the owners, the deceased owner's interest in the policy passes to the surviving owner(s).

Successor Owner

If an owner dies prior to the death of the Life Insured, a named successor owner will, if then living, have all the owner's rights and interest in the policy. The owner, with the consent of any irrevocable beneficiary, can cancel or change the designation of successor owner prior to the death of the Life Insured by agreement in writing with Us.

The following four provisions will apply unless there is a beneficiary designation in force that provides otherwise.

Beneficiary Classification

You can appoint beneficiaries for the Insurance Benefit in three classes: primary, secondary, and final. Beneficiaries in the same class will share equally in the Insurance Benefit payable to them.

Payment To Beneficiaries

We will pay the Insurance Benefit:

- (a) to any primary beneficiaries who are alive when the Life Insured dies; or
- (b) if no primary beneficiary is then alive, to any secondary beneficiaries who are then alive; or
- (c) if no primary or secondary beneficiary is then alive, to any final beneficiaries who are then alive.

Change Of Beneficiary

Until the Life Insured's death, You can change the beneficiary by Written Request unless You make an irrevocable designation. We are not responsible if the change does not achieve Your purpose. The change will take effect as of the date You signed such request. It will not apply to any payments We made or any action We may have taken before We received Your Written Request.

Death Of Beneficiary

If no beneficiary is alive when the Life Insured dies, the Insurance Benefit will be payable to You, or, if You are the Life Insured, to Your estate. Unless otherwise provided, if a beneficiary dies before the seventh day after the death of the Life Insured, We will pay the Insurance Benefit as if the beneficiary had died before the Life Insured.

19. ASSIGNMENT

Your interest in this policy may be assigned with the written consent of any irrevocable beneficiary. Your interest, any interest of the Life Insured and of any revocable beneficiary shall be subject to the terms of the assignment, but such assignment shall not affect the interest of any irrevocable beneficiary.

We will not be on notice of any assignment unless it is in writing, nor will We be on notice until a duplicate of the original assignment has been filed at Our Service Office. We assume no responsibility for the validity or sufficiency of any assignment.

20. MISSTATEMENTS

If the age or sex of the Life Insured was misstated in the application, We will, if necessary, change the Face Amount and every other benefit to that which would have been purchased at the correct age or sex by the most recent Cost of Insurance Charge.

21. SUICIDE

If the Life Insured commits suicide, while sane or insane, within two years from the Issue Date, the policy will terminate on the date of such suicide and We will pay (in place of all other benefits, if any) an amount equal to the premiums paid less the amount of any Policy Debt on the date of death and less any withdrawals.

If the Life Insured commits suicide, while sane or insane, after two years from the Issue Date and within two years from the effective date of any increase in the Face Amount requiring evidence of insurability, and such increase resulted from any payment of premium We are authorized to refuse under Section 4, the benefits payable under the policy will not include the amount of such Death Benefit increase but will include the amount of premium that pertains to the increase.

We reserve the right under this provision to obtain evidence of the manner and cause of death of the Life Insured.

22. INCONTESTABILITY

This policy shall be incontestable after it has been in force during the lifetime of the Life Insured for two years from the Issue Date, except for fraud or policy termination, or any provision for reinstatement or policy change requiring evidence of insurability.

In the case of reinstatement or any policy change requiring evidence of insurability, the contestable period shall be two years from the effective date of such reinstatement or policy change. Any premium payment which We accept subject to insurability, and any increase in the Death Benefit resulting from such payment, shall be considered a policy change for purposes of this Section.

We reserve the right under this provision to obtain evidence of the manner and cause of death of the Life Insured.

23. THE CONTRACT

The written application for the policy is attached at issue. The entire contract between the applicant and Us consists of the policy, such application, and any riders and endorsements. However, additional Written Requests or applications for policy changes or acceptance of excess payment may be submitted to Us after issue and such additional requests may become part of the policy. All statements made in any application shall, in the absence of fraud, be deemed representations and not warranties. We will use no statement made by or on behalf of the Life Insured to defend a claim under the policy unless it is in a written application.

An exchange of this policy for a new policy on a different plan may be made by agreement between You and Us in accordance with Our published rules in effect at that time.

We reserve the right to make any changes necessary in order to keep this policy in compliance with any changes in federal or state tax laws. Other changes in this policy may be made by agreement between You and Us. Only the President, Vice President, the Secretary, or an Assistant Secretary of the Company has authority to waive or agree to change in any respect any of the conditions or provisions of the policy, or to extend credit or to make an agreement for Us.

24. RIGHT TO POSTPONE PAYMENT OF BENEFITS

Except when used to pay premiums on policies You have with Us, We reserve the right to postpone the payment of Net Cash Surrender Value, withdrawals, and policy loans, for up to six months after We receive such Written Request.

25. CLAIMS OF CREDITORS

The proceeds and any income payments under the policy will be exempt from the claims of creditors to the extent permitted by law. These proceeds and payments may not be assigned or withdrawn before becoming payable without Our agreement.

26. REPORTS TO OWNER

Within 30 days after each Policy Anniversary, We will send You a report at no charge showing:

- (a) the beginning and end dates of the current report;
- (b) the Death Benefit at the end of the current report period;
- (c) the amounts credited or debited to the Guaranteed Interest Account during the current period, identified by type;
- (d) the Loan Account balance, if any, at the end of the current report period;;
- (e) the Cash Surrender Value, if any, at the end of the current report period;
- (f) the Policy Value, if any, at the beginning and at the end of the current report period;
- (g) a notice stating that unless premium payments are made, assuming guaranteed interest, mortality, and expense charges, the Net Cash Surrender Value will not be sufficient to maintain the policy in force until the end of the next reporting period; and
- (h) any further information required by law.

Upon request, We will provide You with a report of projected future values. We will provide one report annually without charge. For additional reports You request, We reserve the right to charge a reasonable fee, not to exceed \$50.

27. HOW VALUES ARE COMPUTED

We provide Cash Surrender Values that are at least equal to those required by law. For issue ages up to 15 We base minimum Cash Surrender Values on the gender distinct (the 2001 CSO Sex and Composite U ANB Mortality Table) or unisex (the 2001 CSO (80) Composite U ANB Mortality Table) table, with substandard ratings as applicable. For issue ages greater than 15, We base minimum Cash Surrender Values on the gender distinct (the 2001 CSO Sex and Smoker Distinct U ANB Mortality Table) or unisex (the 2001 CSO (80) Smoker Distinct U ANB Mortality Table) table, with substandard ratings as applicable. The Maximum Monthly Cost of Insurance Rates are no greater than those derived from the appropriate gender distinct or unisex tables named above. Reserves will be at least as great as the minimum required by law.

A detailed statement of the method of computing the values of this policy has been filed with the insurance department of the state shown in Section 1.

Communications about this policy may be sent to the Company's Service Office, which is currently at [197 Clarendon Street, Boston Massachusetts, 02116-5010. Our toll-free number is 1-800-387-2747].

Flexible Premium Adjustable Life Insurance policy
Death Benefit payable at death of Life Insured
Not eligible for dividends
Benefits, Premiums, and the Risk Classification are shown in Section 1.

SERFF Tracking Number: MANU-127341349 State: Arkansas

Filing Company: John Hancock Life Insurance Company (U.S.A.) State Tracking Number: 49412

Company Tracking Number: 11PRLIFE

TOI: L09I Individual Life - Flexible Premium Sub-TOI: L09I.001 Single Life Adjustable Life

Product Name: 11PRLIFE

Project Name/Number: 11PRLIFE/11PRLIFE

Supporting Document Schedules

	Item Status:	Status Date:
Satisfied - Item: Flesch Certification		
Comments:		
Attachment: readability cert ar.pdf		

	Item Status:	Status Date:
Satisfied - Item: Application		
Comments:		
Attachment: NB5000USR (06-2010).pdf		

	Item Status:	Status Date:
Bypassed - Item: Health - Actuarial Justification		
Bypass Reason: not applicable		
Comments:		

	Item Status:	Status Date:
Bypassed - Item: Outline of Coverage		
Bypass Reason: not applicable		
Comments:		

	Item Status:	Status Date:
Satisfied - Item: Statement of Variability		
Comments:		
Attachment:		

SERFF Tracking Number: MANU-127341349 State: Arkansas
 Filing Company: John Hancock Life Insurance Company (U.S.A.) State Tracking Number: 49412
 Company Tracking Number: 11PRLIFE
 TOI: L09I Individual Life - Flexible Premium Sub-TOI: L09I.001 Single Life
 Adjustable Life
 Product Name: 11PRLIFE
 Project Name/Number: 11PRLIFE/11PRLIFE
 SOV 11PRLIFE.pdf

Item Status: Status
 Date:

Satisfied - Item: Actuarial Memorandum /Reserve
 Statement for Policy Form
 111PRLIFE

Comments:

Attachments:

Generic PRL11 AM 11PRLife - 20110725 Final.pdf
 PRL11 Death Benefit Factors - Appendix 1.pdf

Item Status: Status
 Date:

Satisfied - Item: Certificate of Compliance with
 Standard Non-Forfeiture and
 Valuation

Comments:

Attachment:

AR - actcert re valuation and nonforfeiture ar.pdf

Item Status: Status
 Date:

Satisfied - Item: Compliance Certification re Unfair
 Sex Discrimination

Comments:

Attachment:

AR - cert re Reg19 unfair sex dis. ar.pdf

Item Status: Status
 Date:

Satisfied - Item: Compliance Certification re Ark.
 Code Ann. 23-79-138 and
 Regulation 49

SERFF Tracking Number: *MANU-127341349* *State:* *Arkansas*

Filing Company: *John Hancock Life Insurance Company (U.S.A.)* *State Tracking Number:* *49412*

Company Tracking Number: *11PRLIFE*

TOI: *L09I Individual Life - Flexible Premium* *Sub-TOI:* *L09I.001 Single Life*

Adjustable Life

Product Name: *11PRLIFE*

Project Name/Number: *11PRLIFE/11PRLIFE*

Comments:

Attachment:

AR - compcert 23-79-138 reg 49 ar.pdf

JOHN HANCOCK LIFE INSURANCE COMPANY (U.S.A.)

**READABILITY CERTIFICATE
FOR THE STATE OF ARKANSAS**

I, Helene Landow, an officer of JOHN HANCOCK LIFE INSURANCE COMPANY (U.S.A.), hereby certify that the form listed below has the following readability score as calculated by the Flesch Reading Ease Test and that this form meets the requirements of your readability legislation.

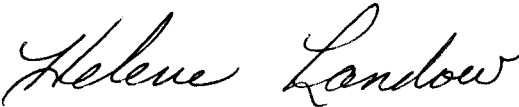
FORM NUMBER

11PRLIFE

READABILITY SCORE

45

July 27, 2011
Date



Helene Landow, FLMI, ACP
Director, Contracts and Compliance



Service Office:
Life New Business
197 Clarendon Street
Boston MA 02116-5010

Application for Life Insurance
John Hancock Life Insurance Company (U.S.A.)
(hereinafter referred to as The Company)

Print and use black ink. Any changes must be initialed by the Proposed Life Insured(s) and Owner.
Use the Additional Information/Special Requests section for additional space or special requests if required.

PROPOSED LIFE INSURED LIFE ONE

1. a) Name First Middle Last JOHN M. DOE			b) Sex <input checked="" type="checkbox"/> M <input type="checkbox"/> F
c) Date of Birth Month Day Year 0 1 0 4 1 9 6 7		d) Place of Birth State Country ANYTOWN USA	e) Social Security Number 1 2 3 4 5 6 7 8 9
f) Telephone Nos. Home Business 905 123-4567 905 234-5678		g) E-mail Address johndoe@hotmail.com	
h) Driver's License No. State 1234567890 AS		i) Citizenship <input checked="" type="checkbox"/> US <input type="checkbox"/> Other - give details:	
j) Primary Residence Street Address City State Zip Code 1999 MARCH STREET ANYTOWN, ANYSTATE 12345			k) Total years at this address 5
l) Do you have a secondary residence? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes - provide address including zip code and months per year at this address in Additional Information Q 37.		m) Occupation COMPANY PRESIDENT <input type="checkbox"/> Retired <input type="checkbox"/> Homemaker <input type="checkbox"/> Student <input type="checkbox"/> Unemployed	
n) Employer ABC COMPANY			
o) Gross Annual Income Earned Unearned \$ 300,000 \$ 100,000		p) Net Worth \$ 2.6 M <input checked="" type="checkbox"/> Personal <input type="checkbox"/> Joint with spouse Financial Supplement for Personal Insurance NB5125 may be required.	
q) Purpose of Insurance <input checked="" type="checkbox"/> Estate Conservation <input type="checkbox"/> Business Insurance - complete Business Insurance section Q 38 <input type="checkbox"/> Wealth Transfer <input type="checkbox"/> Income Replacement <input type="checkbox"/> Other - give details:			
r) In the last 5 years, has the Proposed Life Insured or any business of which he/she is a partner/owner/executive been bankrupt, had any liens, judgements or other similar financial difficulties? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes - give details:			

PROPOSED LIFE INSURED LIFE TWO

2. a) Name First Middle Last			b) Sex <input type="checkbox"/> M <input type="checkbox"/> F
c) Date of Birth Month Day Year		d) Place of Birth State Country	e) Social Security Number
f) Telephone Nos. Home Business		g) E-mail Address	
h) Driver's License No. State		i) Citizenship <input type="checkbox"/> US <input type="checkbox"/> Other - give details:	
j) Primary Residence (if different from Life One) Street Address City State Zip Code			k) Total years at this address
l) Occupation <input type="checkbox"/> Retired <input type="checkbox"/> Homemaker <input type="checkbox"/> Student <input type="checkbox"/> Unemployed		m) Employer	
n) Gross Annual Income Earned Unearned \$ \$		o) Net Worth (if different from Life One) \$ <input type="checkbox"/> Personal <input type="checkbox"/> Joint with spouse	
p) In the last 5 years, has the Proposed Life Insured or any business of which he/she is a partner/owner/executive been bankrupt, had any liens, judgements or other similar financial difficulties? <input type="checkbox"/> No <input type="checkbox"/> Yes - give details:			

3. Who is the Owner? ☒ Proposed Life Insured One ☐ Proposed Life Insured Two ☐ Business Partner
☐ Trust ☐ Trust to be Established ☐ Employer
☐ Other - give relationship to Proposed Life Insured(s)

Provide details below, if other than Proposed Life Insured(s). If Trust Owner, complete the Trust Certification PS5101. Trust Agreement may be required.

5. a) Name _____	b) Date of Birth/Trust Date <div style="display: flex; justify-content: space-between; font-size: small;"> Month Day Year </div> <div style="display: flex; justify-content: space-between; height: 20px; border-bottom: 1px solid black;"></div>
c) Address <div style="display: flex; justify-content: space-between; font-size: small; margin-top: 5px;"> Street Address City State Zip Code </div> <div style="display: flex; justify-content: space-between; height: 20px; border-bottom: 1px solid black;"></div>	d) Social Security/Tax ID Number (if applicable) _____
e) E-mail Address _____	

7. a) Name	<input checked="" type="checkbox"/> Primary	Relationship to Proposed Life Insured(s)	Percentage
JAMES M. DOE		SON	100 %
b) Name	<input type="checkbox"/> Primary <input type="checkbox"/> Secondary	Relationship to Proposed Life Insured(s)	Percentage %

8. PRODUCT NAME	JH UNIVERSAL LIFE
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9. **FLEXIBLE PREMIUM PRODUCTS**

☒ **Universal Life** ☐ **Variable Universal Life** - complete **Fund Allocation NB5136**

a) ☒ Single Life ☐ Survivorship

b) Base Face Amount \$ 250,000 Supplemental Face Amount \$ _____

☐ Level ☐ Increasing by: _____ % for _____ Years

☐ Customized Increasing Schedule - complete **Customized Schedule NB5064**

c) Death Benefit Option ☒ Option 1 (Face Amount/TFA) ☐ Option 2 (Face Amount/TFA plus Policy Value)

d) Life Insurance Qualification Test ☒ Guideline Premium ☐ Cash Value Accumulation

e) Riders and Benefits (if applicable)

☒ Policy Protection Rider (PPR) ☐ PPR Flex ☐ PPR Quick ☐ PPR Enhanced ☐ PPR Cash Value Advantage

☐ Extended No Lapse Guarantee ☐ Long-Term Care Rider (complete **NB5018**)

☐ Return of Premium Rider (DB 1 only) ☐ Long-Term Care Continuation Rider

 Percentage of premiums to be returned at death

 (Whole numbers only. Maximum 100%) _____ %

☐ Overloan Protection Rider

☐ Cash Value Enhancement

☐ Accelerated Death Benefit (for terminal illness)

☐ Disability Waiver of Monthly Deductions

☐ Disability Payment of Specified Premium

 Monthly Specified Amount \$ _____

☐ Estate Preservation Rider (Four Year Term)

☐ Policy Split Option

☐ Other

10. **FIXED PREMIUM PRODUCTS**

☐ Whole Life ☐ Term 10 ☐ Term 15 ☐ Term 20 ☐ Survivorship Term

a) Face Amount \$ _____

b) Whole Life Pay Options ☐ Full - Pay ☐ Limited - Pay ☐ 10 - Pay ☐ 15 - Pay ☐ 20 - Pay ☐ Single - Pay

c) Riders and Benefits (if applicable)

<input type="checkbox"/> Total Disability Waiver	<input type="checkbox"/> Conversion Extension Rider (T15 & T20 only)
<input type="checkbox"/> Accelerated Death Benefit (for terminal illness)	<input type="checkbox"/> Automatic Premium Loan (if available)
<input type="checkbox"/> Long-Term Care Rider (complete NB5018)	
<input type="checkbox"/> Long-Term Care Continuation Rider	<input type="checkbox"/> Other

11. If an additional or optional policy is being applied for by the Owner in a separate application, state plan and face amount.	
Plan Name	\$

PREMIUMS AND FUNDING INFORMATION

12. Frequency	<input checked="" type="checkbox"/> Annual	<input type="checkbox"/> Semi-Annual	<input type="checkbox"/> Quarterly	<input type="checkbox"/> Pre-Authorized Monthly Payment Plan (complete Q 43)
	<input type="checkbox"/> Other _____			
13. Do you understand that you may need to pay additional premiums in addition to the Planned Premium if the current policy charges or actual interest credited/investment performance are different from the assumptions used in your illustration (assuming the requirements of any applicable guaranteed death benefit feature have not been satisfied)? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A				
14. Send Premium Notices and Correspondence to: (Select One)				
<input type="checkbox"/> Owner <input checked="" type="checkbox"/> Proposed Life Insured One <input type="checkbox"/> Proposed Life Insured Two				
<input type="checkbox"/> Other First _____ Middle _____ Last _____ Relationship to Proposed Life Insured(s) _____				
Street Address _____ City _____ State _____ Zip Code _____				
15. Premium Source				
<input checked="" type="checkbox"/> Earned Income <input type="checkbox"/> Unearned Income <input type="checkbox"/> Loan (complete question 16)				
<input type="checkbox"/> Liquidating Assets - give details: _____				
<input type="checkbox"/> An individual and/or entity other than the Proposed Life Insured's employer - give details: _____				
<input type="checkbox"/> Settled Contracts - give details: _____				
<input type="checkbox"/> Other - give details: _____				
Complete question 16, if premium source is a loan.				
16. a) Who is the lender?		b) What amount and type of collateral is required to secure the loan?		
_____		Amount _____ Type of Collateral _____		
		\$ _____		
c) In addition to repayment of principal and interest, are there other fees, charges or other consideration to be paid?				
<input type="checkbox"/> No <input type="checkbox"/> Yes - give details: _____				
17. Is there, or are you considering entering into, an understanding or agreement providing for any person or entity, other than the Owner and beneficiaries specified in this application, to have any right, title or other legal or beneficial interest in any policy issued on the life of the Proposed Life Insured(s) as a result of this application?				
<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes - give details: _____				
18. Have you been offered any money or other considerations by any person or entity in connection with this application?				
<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes - give details: _____				

EXISTING AND PENDING INFORMATION

If more space is required attach additional page that has been signed by the Owner and Proposed Life Insured(s).

19. Does the Owner have any existing life insurance and/or annuity policies?											
<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes - complete state appropriate replacement forms.											
20. Provide information for each policy in force on the Proposed Life Insured(s) with all companies, including any policy that has been sold, assigned or settled to or with a settlement or viatical company or any other person or entity.											
If 'None', check this box. <input checked="" type="checkbox"/>											
Proposed Life Insured	Company	Insurance		Issue Date Year	To Remain in Force?		1035 Exchange?		Settled or Sold		Face Amount Including Riders
		Personal	Business		Yes	No	Yes	No	Yes	Year	
<input type="checkbox"/> One <input type="checkbox"/> Two		<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		\$
<input type="checkbox"/> One <input type="checkbox"/> Two		<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		\$
<input type="checkbox"/> One <input type="checkbox"/> Two		<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		\$
<input type="checkbox"/> One <input type="checkbox"/> Two		<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		\$

EXISTING AND PENDING INFORMATION continued

21. a) If you are applying for life insurance with any other company, provide the amount of all formal applications and name of the life insurance company. **Do not include informal inquiries.**

Proposed Life Insured	Company	Face Amount Including Riders	Proposed Life Insured	Company	Face Amount Including Riders
<input type="checkbox"/> One <input type="checkbox"/> Two		\$	<input type="checkbox"/> One <input type="checkbox"/> Two		\$
<input type="checkbox"/> One <input type="checkbox"/> Two		\$	<input type="checkbox"/> One <input type="checkbox"/> Two		\$

b) Total formal coverage pending (including this application) you plan to accept.

Life One \$ **250,000** Life Two \$

22. If applying for single life coverage, is there any inforce and applied for coverage on your spouse?

☐ Yes - Total Coverage Amount \$ ☒ No ☐ No spouse

23. Have you ever had an application for life insurance declined, postponed, rated substandard or offered with a reduced face amount?

Life One ☒ No ☐ Yes - give details:

Life Two ☐ No ☐ Yes - give details:

GENERAL RISK AND LIFESTYLE QUESTIONS - Provide details in Q 32 for 'Yes' answers.

	Life One	Life Two
24. Do you engage in any regular exercise? (ie walking, treadmill, swimming, aerobics, strength training, cycling, yoga) If 'Yes' , give details of type, frequency and length of time in Q 32.	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	<input type="checkbox"/> No <input type="checkbox"/> Yes
25. Have you ever used tobacco or nicotine products in any form (including cigarettes, cigars, cigarillos, a pipe, chewing tobacco, nicotine patches or gum)? If 'Yes' , give details of type of nicotine product, amount and frequency and date last used in Q 32.	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	<input type="checkbox"/> No <input type="checkbox"/> Yes
26. Do you expect to travel outside of the U.S. or Canada, or change your country of residence in the next 2 years? If 'Yes' give details of location (city/country), purpose, frequency and duration in Q 32.	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	<input type="checkbox"/> No <input type="checkbox"/> Yes
27. a) Have you flown as a student pilot, licensed pilot, or crew member in any aircraft, including ultralight planes in the last 2 years? If 'Yes' , complete Aviation Questionnaire NB5009 .	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	<input type="checkbox"/> No <input type="checkbox"/> Yes
b) Have you engaged in any form of motor vehicle or power boat racing, sky diving/parachuting, skin or scuba diving, hang-gliding, mountain climbing, or any other hazardous activities in the last 2 years? If 'Yes' , complete appropriate Avocation Questionnaire .	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	<input type="checkbox"/> No <input type="checkbox"/> Yes
28. a) Have you been cited for one or more moving violations within the last 2 years?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	<input type="checkbox"/> No <input type="checkbox"/> Yes
b) Have you been cited for driving while intoxicated or while otherwise impaired?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	<input type="checkbox"/> No <input type="checkbox"/> Yes
29. Have you ever been arrested, convicted, or imprisoned for a felony and/or currently awaiting trial for any crime and/or felony? If 'Yes' give details of type, date, city/state of felony and/or crime and if currently on probation or parole in Q 32.	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	<input type="checkbox"/> No <input type="checkbox"/> Yes
30. Have any of your immediate family members (parents, brothers or sisters) died from coronary artery disease or cancer, prior to age 60?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	<input type="checkbox"/> No <input type="checkbox"/> Yes
31. Are you a member of the armed forces, including the reserves? If 'Yes' , complete Military Personnel Financial Services Disclosure Regarding Insurance Products NB5109 .	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	<input type="checkbox"/> No <input type="checkbox"/> Yes

32. Details for **'Yes'** answers for questions 24 - 31.

Question No.	Life One	Question No.	Life Two

INFORMATION REGARDING LAST MEDICAL CONSULTATION**LIFE ONE****LIFE TWO**

33. a) Date of last visit to ANY doctor/physician	Month JAN	Day 15	Year 2009	34. a) Date of last visit to ANY doctor/physician	Month	Day	Year
b) Reason for and outcome of visit (Diagnosis / Treatment / Medication Prescribed) ANNUAL CHECK-UP - NONE				b) Reason for and outcome of visit (Diagnosis / Treatment / Medication Prescribed)			
c) Physician Name, Address and Telephone Number ARTHER H. SMITH 123 MAIN STREET ANY TOWN, ANYSTATE 12347				c) Physician Name, Address and Telephone Number			
d) Provide Primary Physician name and contact information, if different from 33 c).				d) Provide Primary Physician name and contact information, if different from 34 c).			

MEDICAL CERTIFICATION

35. Have you completed a para/medical examination? If 'Yes', complete chart below.				Life One <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes		Life Two <input type="checkbox"/> No <input type="checkbox"/> Yes	
Proposed Life Insured	John Hancock Exam	OR	Other Company's Exam	Name of Other Insurance Company		Date of Examination month year	
<input checked="" type="checkbox"/> One <input type="checkbox"/> Two	<input checked="" type="checkbox"/>		<input type="checkbox"/>			MAY 2010	
<input type="checkbox"/> One <input type="checkbox"/> Two	<input type="checkbox"/>		<input type="checkbox"/>				
36. Have you had any illness, injury, operation or treatment, or has there been any change in your health since the date of the examination? If 'Yes', give details in Additional Information/Special Requests Q 37.				Life One <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes		Life Two <input type="checkbox"/> No <input type="checkbox"/> Yes	

ADDITIONAL INFORMATION/SPECIAL REQUESTS - Attach additional signed page if more space is required.

37.

COMPLETE THE FOLLOWING SECTIONS ONLY IF APPLICABLE TO YOUR APPLICATION**BUSINESS INSURANCE - Complete if face amount is under \$1,000,000. For face amounts \$1,000,000 and over complete the Financial Supplement for Business Insurance NB5124.**

38. a) Business Insurance Purpose <input type="checkbox"/> Key Person <input type="checkbox"/> Buy Sell <input type="checkbox"/> Business Loan <input type="checkbox"/> Other					
	Assets	Liabilities	Gross Sales	Net Income	Fair Market Value of the Business
Current Year	\$	\$	\$	\$	\$
Previous Year	\$	\$	\$	\$	\$
b) How was the amount applied for determined?					
c) What percentage of the business is owned by the Proposed Life Insured(s)? %					
d) Are other partners/owners/executives insured or applying for life insurance with any company? <input type="checkbox"/> No <input type="checkbox"/> Yes - give details:					

JUVENILE INSURANCE - Complete if Proposed Life Insured is under age 18.

39. a) Are all siblings equally insured? <input type="checkbox"/> No <input type="checkbox"/> Yes If 'No', give details:		b) Amount of life insurance currently in force or pending for	
	Amount	If none, provide reason	
Mother	\$		
Father	\$		
Guardian	\$		

TEMPORARY LIFE INSURANCE AGREEMENT APPLICATION☒ **Not Applicable****Complete this section only if applying for Temporary Life Insurance and the criteria is met.**Money may NOT be collected and the **Temporary Life Insurance Receipt and Agreement NB5004** may NOT be issued if:

1. questions 40 to 42 are answered '**Yes**' or left blank; or
2. the Proposed Life Insured(s) is under age 20 or over age 70; or
3. the amount applied for is more than \$10,000,000 (single life) or \$15,000,000 (survivorship).

	Life One	Life Two
40. Within the last 24 months, has the Proposed Life Insured(s) under this application: a) consulted a medical professional for, been diagnosed with or been treated for or had treatment recommended by a member of the medical profession, for any heart problem, stroke or cancer? b) received a recommendation from a medical professional for any consultation, testing, investigation or surgery that has not yet been completed? c) been declined for life insurance?	<input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes	<input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes
41. Other than planned routine check-ups, are there medical concerns or symptoms for which a medical professional has not yet been consulted?	<input type="checkbox"/> No <input type="checkbox"/> Yes	<input type="checkbox"/> No <input type="checkbox"/> Yes
42. Does the Proposed Life Insured(s) reside outside the United States more than 6 months per year?	<input type="checkbox"/> No <input type="checkbox"/> Yes	<input type="checkbox"/> No <input type="checkbox"/> Yes

PRE-AUTHORIZED PAYMENT PLAN - To be completed by Owner☒ **Not Applicable**43. Request for Pre-Authorized Payment Plan ☐ YesBy selecting '**Yes**', I hereby authorize and request The Company to draw checks (which may include withdrawals made electronically) monthly on my account to pay premiums, and/or repay loans on this policy or any policies subsequently designated.

Checking Account No. _____ Routing No. _____

I understand and agree that:

- a) Such checks (which may include withdrawals made electronically) shall be drawn monthly to pay premiums falling due on the designated policies.
- b) While the Pre-Authorized Payment Plan is in effect, The Company will not give notices of premiums falling due on such policies.
- c) The Pre-Authorized Payment Plan may be terminated by the bank depositor or by written notice to The Company by the Owner. If the Pre-Authorized Payment plan is terminated, premiums falling due thereafter shall be payable directly to The Company as provided in the policy.
- d) **The first premium paid must be submitted by check.**

Attach voided sample check.

Attach Voided Check here

READ THE FOLLOWING CAREFULLY AND SIGN BELOW.

DECLARATIONS

The Proposed Life Insured(s) and Owner (or Parent or Guardian) declare that the statements and answers in this application and any form that is made part of this application are complete and true.

In addition, I understand and agree that:

1. **Policy Application:** The statements and answers in this application, which include any supplemental form relating to health, aviation practices or lifestyle of the Proposed Life Insured(s) will become part of the insurance policy issued as a result of this application.
2. **Policy Effective Date:**
 - a) Any life insurance policy issued as a result of this application will be effective on the later of the date the first premium has been paid in full and the date the policy has been delivered to the Owner, provided that: (i) there has been no change in health or change in the lifestyle of the Proposed Life Insured(s), (ii) there has been no change in the financial circumstances of the Owner or the Proposed Life Insured(s), and (iii) nothing else has occurred that would require a change in any statement or answer in any part of the application, including any supplemental forms, in order to make the statement or answer true and complete as of the date this policy becomes effective. If there has been a change in health: (i) if there is no Temporary Life Insurance Agreement (TIA) coverage, the policy will not be put into effect, and (ii) if there is TIA coverage and the TIA has not ended, the policy will be put into effect but only to the limit of the TIA coverage amount.
 - b) If premiums are paid prior to delivery of the policy and the terms and conditions of the TIA are satisfied, insurance prior to the effective date shall be provided under the TIA and according to its terms.
3. **Employer Owned Policies:** The Proposed Life Insured(s) confirms that they have received, prior to issue, written notice that indicates: a) the employer's intent to insure the Proposed Life Insured(s), (b) the maximum amount of the insurance to be issued on the life of the Proposed Life Insured(s) and c) that the employer will be the beneficiary of the new policy. The Proposed Life Insured(s) also confirms that they have provided written consent to being insured and that such coverage may continue after employment terminates.
4. **Fraud Warning:** Any person who knowingly and with intent to defraud any insurer: a) files an application for insurance or statement of claim containing any materially false information, or b) conceals for the purpose of misleading any insurer, information concerning any material fact thereto, may be committing a fraudulent insurance act.
5. **Variable Policies:** I/We acknowledge receipt of the current prospectuses and supplements that describe the variable life insurance policy applied for and the sub-accounts of the separate account that are available under this policy. I/We have reviewed the prospectuses and supplements and believe that the variable life policy is consistent with my/our insurance needs, investment objectives and investment risk tolerance.
6. **Temporary Insurance Coverage:** If coverage under a TIA is applied for, I have received, read and understand the terms and conditions of the **Temporary Life Insurance Receipt and Agreement NB5004.**

AUTHORIZATION TO OBTAIN INFORMATION

I/We, the Proposed Life Insured(s), authorize:

1. The Company to obtain consumer reports including but not limited to motor vehicle records and investigative consumer reports on me/us.
2. Any medical professional, medical care provider, hospital, clinic, laboratory, pharmacy or pharmacy benefit manager, insurance company, the MIB, Inc. or any other similar person or organization to give The Company and its reinsurers information about me/us or any minor child/children who are to be insured. The information collected by The Company may relate to the symptoms, examination, diagnosis, treatment or prognosis of any physical or mental condition.
3. Any financial professional, CPA, attorney, personal banker or any other similar person or organization to give The Company and its reinsurers financial/net worth information about me/us.

I/We authorize The Company to disclose such information and any information developed during its evaluation of my/our application to: (a) its reinsurers; (b) the MIB, Inc.; (c) other insurance companies as designated by me/us; (d) me/us; (e) my/our insurance agent, when that agent is seeking insurance coverage through The Company on my/our behalf; (f) any medical professional designated by me/us; or (g) any person or entity entitled to receive such information by law or as I/we may further consent.

I/We acknowledge receipt of the Notice of Disclosure of Information relating to the underwriting process, investigative consumer reports and the MIB, Inc. This authorization will be valid for two years from the date shown below. A photocopy of this authorization will be as valid as the original.

Information collected under this authorization will be used by The Company to evaluate my/our application for insurance, to evaluate a claim for benefits, or for reinsurance or other insurance purposes.

I am/We are entitled, or my/our authorized representative is entitled, to a copy of this authorization.

SIGNATURES - If Proposed Life Insured(s) is under age 15, Parent or Guardian must sign and include relationship.**X**

Signature of Owner (Provide title or corporate seal, if Signing Officer)

Owner - Signed at City State This Day of Year

X

Signature of Proposed Life Insured One if other than Owner (Parent or Guardian if under age 15)

X

Signature of Proposed Life Insured Two if other than Owner

AGENT SIGNATURE

I certify that all the information supplied by the Proposed Life Insured(s) and Owner has truly and accurately been recorded on the application.

X

Signature of Agent/Registered Representative

Date

**JOHN HANCOCK LIFE INSURANCE COMPANY (U.S.A.)
STATEMENT OF VARIABILITY**

July 22, 2011

**FLEXIBLE PREMIUM ADJUSTABLE LIFE INSURANCE POLICY
FORM 11PRLIFE**

Section / Section #	Page Number	Description
Front Cover Page	Cover	<ul style="list-style-type: none"> Life Insured's name and policy number varies based on issue specifications. The Plan name field is bracketed in case the Company wishes to market this form under a different product name. Company Officer signatures bracketed as they may change.
1. Policy Specifications	3.0	<ul style="list-style-type: none"> Life Insured, Plan Name, Age at Policy Date, Policy Number, Sex, (reference to Sex and gender of Life Insured is suppressed if the basis of values uses unisex mortality tables), Issue Date, Policy Date, Risk Classification, and Additional Ratings all vary based on issue specifications. Death Benefit Option at Issue will either be Option 1 or Option 2. Face Amount will all vary based on issue specifications. The Governing Law field will show the state of issue.
1. Policy Specifications	3.0 (continued)	<ul style="list-style-type: none"> Premium Mode will be annual, semi-annual, quarterly, monthly, or electronic draft. All premiums shown vary based on issue specifications.
1. Policy Specifications (Other Benefits and Specifications)	3.1	<ul style="list-style-type: none"> Other Benefits and Specifications, and any text under it, is bracketed to accommodate situations when the field is not applicable. A complete listing of optional riders applied for and issued with the policy is shown on this page. This would include any previously and subsequently approved riders made available with this policy and elected by the policyowner.
1. Policy Specifications (Maximum Expense Charges)	3A	<ul style="list-style-type: none"> Contract Charge varies based on issue specifications.
1. Policy Specifications (Table of Values)	3B	<ul style="list-style-type: none"> Surrender Charge for the Face Amount at Issue varies based on issue specifications.
1. Policy Specifications (Table of Values)...continued	3C	<ul style="list-style-type: none"> Death Benefit Protection Contract Charge varies based on issue specifications
2. Table of Rates	4	<ul style="list-style-type: none"> Maximum Monthly Rates per \$1000 of Net Amount at Risk and Minimum Death Benefit Factors vary based on issue specifications for the Life Insured.
2. Table of Rates	4A	<ul style="list-style-type: none"> Death Benefit Protection Rates vary based on issue specifications and duration.
Back Cover Page	Back Cover	<ul style="list-style-type: none"> The address of the Company's Servicing Office and toll free number is bracketed as it may be changed in the future.

STATE OF ARKANSAS

CERTIFICATE OF COMPLIANCE

JOHN HANCOCK LIFE INSURANCE COMPANY (U.S.A.) hereby certifies that its policy form 11PRLIFE complies with Section 6 and 7 of Regulation 34 (valuation and non-forfeiture).

We certify that in no case shall the reserves be less than the actual cash surrender values provided for under policy contract 11PRLIFE.

We further certify that we have read the "Guidelines for non-guaranteed cost on participating and non-participating life insurance" (Bulletin 11-83), and that policy 11PRLIFE complies with them.

JOHN HANCOCK LIFE INSURANCE COMPANY (U.S.A.)



Ann Delaney, ASA, MAAA
Actuary, Life Product Development



Helene Landow, FLMI, ACP
Corporate Officer

July 27, 2011
Date

JOHN HANCOCK LIFE INSURANCE COMPANY (U.S.A.)


COMPLIANCE CERTIFICATION

STATE OF ARKANSAS

Form	Description
11PRLIFE	Flexible Premium Adjustable Life Insurance Policy, N.P.

John Hancock Life Insurance Company (U.S.A.) hereby certifies to its understanding of the filing requirements of Arkansas Regulation 19 §10B re unfair sex discrimination in the sale of insurance and that this filing meets the provisions of this rule, as well as all applicable requirements of the Arkansas Insurance Department.

July 27, 2011
Date



Helene Landow, FLMI, ACP
Director, Contracts and Compliance

JOHN HANCOCK LIFE INSURANCE COMPANY (U.S.A.)


CERTIFICATE OF COMPLIANCE

STATE OF ARKANSAS

Form	Description
11PRLIFE	Flexible Premium Adjustable Life Insurance Policy, N.P.

I certify to the best of my knowledge and belief as to the accuracy and compliance of this filing; further, I certify that this filing is in compliance with Ark. Code Ann. 23-79-138 which requires that certain information accompany every policy and Regulation 49 which requires that a Life and Health guaranty notice be given to each policyowner.

July 27, 2011
Date



Helene Landow, FLMI, ACP
Director, Contracts and Compliance